



DELAWARE HEALTH  
AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT  
SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. PSCO-842**

**FOR**

**DELAWARE WEATHERIZATION ASSISTANCE PROGRAM**

**FOR**

**THE OFFICE OF COMMUNITY SERVICES  
DIVISION OF STATE SERVICE CENTERS  
DELAWARE HEALTH AND SOCIAL SERVICES  
1901 N DUPONT HIGHWAY  
CHARLES DEBNAM BUILDING  
NEW CASTLE, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: January 14, 2009  
11:00 A.M. LOCAL TIME**

**A mandatory pre-bid meeting will be held on December 9, 2008 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

## REQUEST FOR PROPOSAL #PSCO-842

**Bids** for the Delaware Weatherization Assistance Program for the Office of Community Services, Division of State Service Centers, Delaware Health and Social Services, Charles Debnam Building, 1901 N Dupont Highway, Dover, DE 19720 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, **until 11:00 a.m. local time on January 14, 2009**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **December 9, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Ken Davis at (302) 255-9894.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm). If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI.D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm). A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must include the forms in Appendices A, B ,C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

### NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC 842) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

### **IMPORTANT: DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

REQUEST FOR PROPOSAL FOR THE WEATHERIZATION ASSISTANCE PROGRAM  
FOR

DELAWARE DIVISION OF STATE SERVICE CENTERS

**Availability of Funds**

Funds are available for the selected vendor(s) to provide **Weatherization Assistance Program services** in New Castle County, Kent and Sussex Counties. Two (2) vendors will be selected: one vendor to provide services in New Castle County and the other in Kent and Sussex Counties. The Contracts are for a 12-month period with renewal possible for up to four (4) additional years contingent on funding availability and performance.

**Pre-Bid Meeting**

A **mandatory** pre-bid meeting will be required. The meeting will be **December 9, 2008 at 10:00am** at the following location.

Delaware Health and Social Services  
Herman Holloway, Sr. Social Services Campus  
Main Administration Building, 1<sup>st</sup> Floor, Room 198  
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting. ***A Letter of Interest*** must be submitted by potential vendors at the December 9, 2008 Pre-Bid Meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Ken Davis  
Division of State Service Centers  
Office of Community Services  
Charles Debnam Building, Room 1421901 N Dupont Highway

New Castle, DE 19720

Tel: (302) 255-9894

FAX: (302) 255-4463

Email: [ken.davis@state.de.us](mailto:ken.davis@state.de.us)

**Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of State Service Center staff, except those specified in this RFP, regarding this procurement. Contact between vendors and Ken Davis is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by Friday, December 12, 2008 and will be responded to in writing by Monday, December 22, 2008. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the Internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

**REQUEST FOR PROPOSAL FOR THE WEATHERIZATION ASSISTANCE  
PROGRAM**

**FOR**

**DELAWARE DIVISION OF STATE SERVICE CENTERS**

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**REQUEST FOR PROPOSAL FOR THE WEATHERIZATION ASSISTANCE  
PROGRAM**

**FOR**

**DELAWARE DIVISION OF STATE SERVICE CENTERS**

**TIME TABLE**

Posting on Department of Health and Social Services Request for Proposal Website	November 24, 2008
Pre-bid meeting at Delaware Health and Social Services Herman Holloway, Sr. Social Services Campus Main Administration Building, 1 <sup>st</sup> Floor, Room 198, 1901 N. Dupont Highway, New Castle, DE 19720	December 9, 2008 at 10:00 AM
Deadline for submission of all questions	December 12, 2008
Written responses faxed or emailed to bidders	On or before December 22, 2008
Bid Opening	January 14, 2009 at 11:00 AM
Review and Evaluation of Bids	January 15, 2009 – February 27, 2009
Contract Award Notice (Tentative)	March 13, 2009
Contract Negotiations Complete	March 30, 2009
Weatherization Program begins	July 1, 2009

**NOTE: A “Letter of Interest” MUST be submitted by potential vendors at the Pre-Bid meeting.**



# REQUEST FOR PROPOSAL FOR WEATHERIZATION ASSISTANCE PROGRAM SERVICES

## FOR

### DELAWARE DIVISION OF STATE SERVICE CENTERS

#### I. INTRODUCTION

##### A. Background

The goal of the Division of State Service Centers is to provide “one stop shopping” for anyone seeking information on services available in Delaware. The Division accomplishes its goal by:

- Providing financial assistance;
- Providing food;
- Providing shelter;
- Providing assistance with utility bills;
- Providing fuel and weatherization assistance.

The accomplishment of this goal will enable the Division to realize its vision of helping people reach their full potential and become self sufficient.

##### B. Project Goal

The Delaware Department of Health and Social Services, Division of State Service Centers, Office of Community Services request bids from qualified nonprofit agencies to provide weatherization assistance to low-income families in Delaware. The primary emphasis of this proposal is to increase energy efficiency in the homes of low-income persons, reduce residential energy costs, and improve the health and safety of people in their homes. Typically, two separate contractors provide weatherization assistance to clients statewide. One contractor provides services in New Castle County and the other in Kent and Sussex Counties. The award will be made as two separate contracts to two separate vendors. Vendors must bid to serve either New Castle County or Kent and Sussex Counties.

## **II. PROJECT OVERVIEW**

The purpose of the Weatherization Assistance Program (WAP) is to increase energy efficiency in the homes of low-income persons, reduce residential energy costs, and improve the health and safety of people in their homes. The WAP operates on a 12-month cycle from July 1<sup>st</sup> of one year to June 30<sup>th</sup> of the following year.

Applications for weatherization assistance are taken by the Fuel Assistance Program and eligible clients placed on a waiting list. Qualification for the WAP is based on a household income at or below 200% of the federal poverty income guidelines. The contractor contacts clients on the Weatherization Assistance Program waiting list to schedule appointments for an energy audit. The Office of Community Services will provide the waiting list to the contractor. An energy audit, using advanced diagnostic equipment, is performed on every home to determine the most cost-effective energy improvements to install. Advanced diagnostic equipment and techniques includes blower door analysis, infrared thermography and electronic furnace testing.

The contractor issues Proceed Orders to private construction and heating sub-contractors to install energy efficiency improvements recommended by the energy audit. The contractor also performs a quality control inspection on every home to ensure that the workmanship of private sub-contractors meets program standards. The contractor processes sub-contractor invoices for submission to the Office of Community Services and pays sub-contractors when reimbursed by the state.

The average expenditure per home for weatherization assistance is \$3,000. Weatherization assistance includes air sealing, caulking, glazing, weather-stripping, and crack patching; replacing broken glass; attic, wall and floor insulation; ventilation; replacing primary windows and doors; trailer skirting and roof coating; and insulating the hot water heater and pipes, and furnace replacement. Approximately, 15 percent of homes served by the program each year require a furnace replacement. The WAP usually serves a minimum of 500 homes per year. An administrative cost allowance of 10 percent above direct service costs is permitted by the program. A total of approximately 1.8 million dollars will be spent to provide weatherization assistance to at least 500 homes during program year 2009.

### III. SCOPE OF SERVICES

The primary role of the contractor is to coordinate and manage the installation of energy efficiency improvements in the homes of low-income persons. The bidder must describe, in detail, the plan to perform and carry out in a satisfactory manner as determined by the Department of Health and Social Services, Division of State Service Centers, Office of Community Services the following Scope of Services. All components listed in this section are mandatory.

The successful contractor shall:

1. Schedule energy audits for approximately 250 homes in New Castle County and 250 homes in Kent and Sussex Counties combined, during the contract period, from a list of qualified clients provided by the Office of Community Services;
  - Call clients to ascertain their interest in receiving services;
  - Handle all incoming calls that pertain to WAP services;
  - Resolve scheduling problems;
  - Follow up with clients to obtain resolution on their questions, concerns and issues;
  - Provide information about outside resources to clients such as other housing assistance programs.
2. Perform an instrumented energy audit on each and every home to determine the most cost-effective energy improvements to install;
  - Perform a blower door analysis;
  - Perform an infrared scan;
  - Perform electronic testing on every furnace to determine operating efficiency, as well as, hazardous gas emissions if any;
  - Complete the National Energy Audit (NEAt) general house data forms for all single-family homes;
  - Complete the Mobile Home Energy Audit (MHEA) general house data forms for all mobile homes;
  - Perform air-sealing work to eliminate thermal bypasses and reduce convective heat loss;
  - Insulate the hot water heater (HWH) and the first five feet of hot and cold water pipes to the HWH.
3. Issue Proceed Orders to licensed, private construction and heating sub-contractors for the installation of Standard or Capital Intensive

Weatherization improvements in a minimum of 250 homes in each service area;

- Recruit sub-contractors;
  - Manage and monitor sub-contractor performance;
  - Train sub-contractors in WAP standards and techniques.
4. Provide energy education to clients on how to operate, preserve and maintain the energy improvements installed in their homes.
  5. Perform a quality control inspection on 100% of homes completed.
  6. Make payments to private sub-contractors within five (5) working days of receipt of funds from the State of Delaware.
  7. Provide coordination and referrals to other federal, state, local, or privately funded housing programs.
  8. Ensure that appropriate staff attend meetings and training sessions deemed mandatory by the Division.
  9. Evaluate the performance of private sub-contractors quarterly and report all findings to the Division.
  10. Provide the following reports to the Division at required intervals:
    - Monthly Production Report due 5 working days following the end of each month;
    - Monthly Financial Report due within 10 working days following the end of each month;
    - Tenant/Landlord Agreements Compliance Report due at the end of each quarter;
    - Sub-contractor Performance Evaluation Report due at the end of each quarter
    - Final Financial Report on the contract budget due by May 30<sup>th</sup> of each year; and
    - Audit report is required in compliance with OMB Circular A-133 (Audits of Institutions of Higher Education and other Nonprofit Institutions) or OMB Circular A-128 (Audits of State and Local Governments) as may be appropriate, unless the contractor is exempt under appropriate circular.
  11. Maintain and store program records for a period of five (5) years.
  12. Provide proof of liability insurance in case of injury

13. Possess a license to do business in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded.
14. Invoice the Division of State Service Centers for services rendered to client homes under this contract. Under no circumstances should the vendor bill the client for services covered by the contract.

#### **IV. SPECIAL TERMS AND CONDITIONS**

##### **A. Length of Contract**

Contract term is 12 months (July 1, 2009 to June 30, 2010) with the possibility of renewal for up to four additional years contingent on funding and performance.

##### **B. Subcontractors**

The use of sub-contractors will be permitted for this project. If the vendor plans to use a sub-contractor, this information must be specified in the proposal, with an identification of the proposed sub-contractor, the service(s) to be provided, and the sub-contractor's qualifications to provide such service(s). Sub-contractors must be properly licensed and adequately insured. Copies of the sub-contractor's license and insurance must be kept on file at the vendor's primary office location.

Sub-contractors will be held to the **same** requirements as the primary contractor. The contract with the primary contractor will bind sub-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the Division under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub-contractor, so that the sub-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub-contractor and the Division.

##### **C. Training and Review**

Within 30 days of contract execution, the Weatherization Program Manager will visit each contractor for distribution of Weatherization Program reference guides. Following the initial visit, the manager will make visits every three months to review policies and procedures for service delivery and quality control. Contractor will be required to provide training to sub-contractors as required.

#### **D. Funding Disclaimer Clause**

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

#### **E. Quality Assurance**

1. Contractor must provide a quality control inspection of **100 percent** of the homes receiving services under the contract.
2. On a six (6) month basis, the contractor will identify, by sub-contractor, the number and reason for any quality control inspection failures.
3. Contractor must define its continuous Quality Control improvement program including, but not be limited to, procedures and monitoring frequency. Contractor must participate in all training and workshops provided by the Division.

#### **F. Reserved Rights**

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

## **E. Termination Conditions**

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

## **F. Contractor Monitoring**

The contractor may be monitored on-site by representatives from the Division of State Service Centers and U.S. Department of Energy. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

## **G. Payment:**

The Division of State Service Centers will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## V. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

### A. Bidder's Signature Form

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

### B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: January 14, 2009 at 11:00am**).

### C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

### D. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. **Attach articles of incorporation and IRS certification of tax exempt status.**

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience. If sub-contractors are to be used, the proposal shall also contain similar information regarding each sub-contractor.



#### **E. Bidder References**

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **F. Proposed Methodology and Work Plan**

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, strategies, activities and resources.

#### **G. Statements of Compliance**

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy and in the collection and reporting of data. (See Appendix C)

#### **H. Standard Contract**

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public

Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

## **VI. BUDGET**

Vendor will submit a line item budget, describing the cost of the project. Modifications to the budget after the award must be approved by the Division of State Service Centers.

Applicants can also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

## **VII. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **A. Number of Copies Required**

Two (2) signed originals and six (6) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building  
Second Floor, Room 259  
1901 North DuPont Highway  
New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

### **B. Closing Date**

All responses must be received no later than **January 14, 2009 at 11:00 a.m.** Later submission will be cause for disqualification.

### **C. Notification of Acceptance**

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

### **D. Questions**

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed, or emailed to: Ken Davis, Division of State Service Centers, Office of Community Services, Charles Debnam Building, Herman M. Holloway Social Service Campus, Room 142, 1901 N Dupont Highway, New Castle, DE 19720. Fax number: (302) 255-4463. E-mail: [Ken.davis@state.de.us](mailto:Ken.davis@state.de.us). Deadline for submission of all questions is **December 12, 2008**. Written responses will be faxed or emailed to bidders no later than **December 22, 2008**. Please include your fax number and/or your email address with your request.

#### **E. Amendments to Proposals**

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

#### **F. Proposals Become State Property**

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge the specific contents of any proposal to the extent that the applicant(s) identity(ies) would be disclosed. This information is privileged and confidential.

#### **G. Non-Interference Clause**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

#### **H. Investigation of Grantee's Qualifications**

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

#### **I. RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

#### **J. Proposal and Final Contract**

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

#### **K. Cost of Proposal Preparation**

All costs for proposal preparation will be borne by the bidder.

#### **L. Proposed Timetable**

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u><i>Activity</i></u>	<u><i>Date</i></u>
Bid Opening	January 14, 2009 at 11:00 AM
Selection Process Begins	January 15, 2009
Vendor Selection	March 30, 2009
Project Begins	July 1, 2009

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#### **M. Confidentiality and Debriefing**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available

for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

## **VIII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of State Service Centers, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

### **A. Proposal Evaluation Criteria**

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<b><u>Category</u></b>	<b><u>Weight</u></b>
Meets mandatory RFP provisions	Pass/Fail

Proposed project demonstrates a thorough Understanding of the Scope of Services requirements. **30**

- |                                              |    |
|----------------------------------------------|----|
| 1. Qualifications of vendor                  | 10 |
| a. References with contact information       |    |
| b. Demonstrates capacity to deliver services |    |

- |                                               |    |
|-----------------------------------------------|----|
| 2. Inclusion of all required forms            | 10 |
| 3. Number and type of current sub-contractors | 10 |

Methodology Proposed	<b>40</b>
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- |                                                    |    |
|----------------------------------------------------|----|
| 1. Services proposed fit needs as expressed in RFP | 20 |
| 2. Proposed activities follow a logical sequence   | 20 |

Budgeted Cost	<b>30</b>
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Upon selection of a vendor, a Division of State Service Centers representative will enter into negotiations with the bidder to establish a contract.

## **B. Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

## **APPENDIX A**

### ***BIDDERS SIGNATURE FORM***





**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_  
DELIVERY DAYS/COMPLETION TIME: \_\_\_\_\_  
F.O.B.: \_\_\_\_\_  
TERMS: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX B**  
*CERTIFICATION SHEET*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working

solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

## APPENDIX C

### *STATEMENTS OF COMPLIANCE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX D**

### **OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM**





## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

---

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

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Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

---

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_  
<http://www.state.de.us/omwbe>

---

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

## **APPENDIX E**

### *Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

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**DPH CONTRACT # \_\_\_\_\_  
BETWEEN  
THE DIVISION OF PUBLIC HEALTH,  
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,  
AND  
[Contractor]  
FOR  
[TYPE OF SERVICE]**

**A. Introduction**

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

**B. Administrative Requirements**

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:
  - a) Comprehensive General Liability \$1,000,000 and
  - b) Medical/Professional Liability \$1,000,000/ \$3,000,000 or

- c) Misc. Errors and Omissions \$1,000,000/\$3,000,000 or
- d) Product Liability \$1,000,000/\$3,000,000

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/\$300,000
- f) Automotive Property Damage (to others) \$25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any

other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

#### C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs



or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the

reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix \_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E. Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Jaime H. Rivera, MD, FAAP  
Director

\_\_\_\_\_  
Date

## **APPENDIX A**

### **DIVISION OF PUBLIC HEALTH REQUIREMENTS**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

## APPENDIX B

### SERVICE AND BUDGET DESCRIPTION

1. Contractor:

Address:

Phone: \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service:

\_\_\_\_\_

\_\_\_\_\_

4. Total Payment shall not exceed \_\_\_\_\_.

5. Source of Contract Funding:

\_\_\_\_\_ Federal Funds

\_\_\_\_\_ State Funds

\_\_\_\_\_ Other Funds

\_\_\_\_\_ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually) .

Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

## **APPENDIX C**

### **BUSINESS ASSOCIATE AGREEMENT<sup>1</sup>**

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<sup>1</sup> The entities must enter into a memorandum of understanding with the business associate that contains terms that accomplish the objectives of paragraph (a) (2)(i) of section §164.314 or if other law contains requirements applicable to the business associate that accomplish the objectives of paragraph (a)(2)(i) of section §164.314

Business Associate Agreement Date: 03/11/2005